

tribute one-half, and the others each one-fourth; the proceeds of the claims and dividends so purchased, to be divided in the same proportion. On the exhibition of the agreement between Putney and Gorman, one-fourth of the sum awarded to Putney and Riddle by the Auditor's report of the 16th of January, 1845, was, by order of the court, directed to be paid to Gorman. Under the agreement of September, 1844, Gorman and Riddle purchased and took assignments from numerous creditors of Putney and Riddle, including those already assigned to the two latter. Counsel were employed by Gorman and Riddle to prosecute the claim against the government for work done and materials provided in the erection of the warehouse in Baltimore, who were to receive one-half of Gorman and Riddle's share of the money recovered, and Green agreed to allow them the same proportion of what he would be entitled to as trustee. By a subsequent agreement between Gorman and Riddle and two of their counsel, it was stipulated, that the sums expended by the two former in purchasing claims should be first deducted from the amount recovered, and the counsel should receive one-half of the residue. The amount received by Green from the government, on account of this claim, was \$13,985 38, and the counsel and Gorman and Riddle, desiring to have a settlement, had a meeting for that purpose, on the 2d of September, 1846, and three papers were executed by them, by the first of which they waived any right which they might have to the sum of \$2000, retained by Green for distribution, under the direction of the court; amongst the parties entitled by the second, Gorman and Riddle were allowed \$2500 for moneys expended in buying up claims against Putney and Riddle, and Green was allowed \$600 for commissions on the money then in his hands, and the further sum of \$200 for defraying future costs and charges. Of the residue of said sum, after making these deductions, one-half was to be paid to the counsel by Green, for which he was to be allowed credit. The object of the third paper was to indemnify Green, who had, on that day, advanced the sum of \$5,842 69 to Gorman and Riddle, in case he should not, as trustee, be allowed for it. By an agreement